

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

Wilbert Napoleon, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

Amazon.com, Inc.,

Defendant.

Case No.: 2:24-cv-00186-BJR

**NOTICE OF RELATED CASE**

PLEASE TAKE NOTICE that, pursuant to Local Civil Rule 3(g), Defendant Amazon.com, Inc. hereby gives notice that this action is related to *In re Amazon Service Fee Litigation*, Case No. 2:22-cv-00743-TL (“*Service Fee* case”), currently pending before the Honorable Tana Lin.

Plaintiff Wilbert Napoleon alleges that he is a consumer who signed up for an annual membership to the Amazon Prime subscription service. Dkt. No. 1, ¶¶ 1-22. Plaintiff’s central theory is that Amazon allegedly advertised that the Prime subscription included a certain benefit (“commercial-free” streaming of content on Prime Video) and Amazon allegedly harmed consumers when it removed that benefit and introduced a monthly fee for “commercial-free” streaming. *Id.* ¶¶ 11-13. Plaintiff asserts claims under the Washington Consumer Protection Act (“WCPA”), California’s False Advertising Law (“FAL”), California’s Consumer Legal Remedies Act (“CLRA”), and California’s Unfair Competition Law (“UCL”), as well as common law claims for breach of the Prime membership contract, breach of express warranty, and quasi-contract (*i.e.*, unjust enrichment). Plaintiff seeks to represent a nationwide class of U.S. consumers (and a subclass of California consumers) who purchased an annual subscription to Amazon Prime. *Id.*

Plaintiff Dena Griffith in the *Service Fee* case likewise alleges that she signed up for an annual Amazon Prime membership and she is suing Amazon regarding the same service and on the same core theory that Plaintiff asserts here. *See Service Fee*, Dkt. No. 73, ¶ 26. Like Plaintiff here, Plaintiff Griffith asserts that Amazon allegedly advertised a particular Prime benefit—free grocery delivery from Whole Foods Market (“WFM”)—and purportedly harmed consumers when Amazon removed that benefit and introduced a fee for that service. *Id.* ¶¶ 9, 12-13. Plaintiff Griffith also asserted claims for alleged violation of the WCPA, FAL, CLRA, and UCL, and for common-law breach of the Prime membership contract and unjust enrichment (most of which claims have since been dismissed). *Service Fee*, Dkt. No 47, ¶¶ 47-97, 120-125; *see also id.* Dkt. No. 72. And in the *Service Fee* case, Plaintiff Griffith similarly seeks to represent a nationwide class of U.S. consumers who purchased an annual subscription to Amazon Prime.

Both actions arise from Amazon’s changes to benefits associated with the Amazon Prime subscription service. Both actions bring claims under consumer protection statutes and base their claims on Amazon’s allegedly false and misleading advertising and alleged breach of contractual obligations. In addition, there is substantial overlap between the proposed classes, as the proposed nationwide class in *Napoleon* encompasses potential class members in the *Service Fee* case. Thus, both cases are filed against the same defendant, arise from substantially similar allegations, require determinations of substantially similar questions of fact and law, and therefore are likely to entail substantial duplication of effort for the judges assigned to each respective case. Local Rule 3(g).

Dated: February 14, 2024

Respectfully submitted,

FENWICK & WEST LLP

By: /s/ Brian D. Buckley

Brian D. Buckley, WSBA No. 26423  
401 Union Street  
5th Floor  
Seattle, WA 98101  
Telephone: 206.389.4510  
Facsimile: 206.389.4511  
Email: bbuckley@fenwick.com

*Counsel for Defendant Amazon.com, Inc.*